



**RISE ABOVE PERFORMANCE TRAINING, LLC**  
**RELEASE AND WAIVER OF LIABILITY**

**THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING IT.**

I, \_\_\_\_\_ wish to participate in physical training at the Rise Above facility (“Rise Above”). In consideration of the services provided to me by Rise Above, I hereby freely and knowingly accept and agree to the following terms and conditions:

1. **Assumption of Risk:** I understand that physical training is a hazardous activity that involves inherent risks of serious physical injury. With full knowledge of the risks involved in physical training, I expressly assume all the risks of harm to myself arising from physical training at Rise Above.
2. **Release of Claims and Waiver of Liability:** I hereby expressly and for all times, on behalf of myself, my heirs, successors and assigns, executors and personal representatives release and agree to hold harmless Rise Above from any claim, demand or cause of action at law or equity from any injury to me that arises or might have arisen from my participation in the practice of physical training, from my use of the equipment of the Rise Above or from my participation in any activity associated directly or indirectly with Rise Above Sports Training Facility, or from my use of physical training techniques.
3. **Indemnification:** I hereby agree to indemnify and hold harmless Rise Above from any claim, demand or cause of action at law or equity, including but not limited to, any claim of personal injury, that may be asserted against Rise Above by any third party as a direct or indirect result of my participation in physical training, from my use of the equipment at Rise Above, from my participation in any activity directly or indirectly associated with the Rise Above, or from my use of any physical training techniques taught, demonstrated, communicated or recommended by Rise Above.
4. **Lost or Damaged Personal Property:** I hereby agree that Rise Above is not responsible for the loss of, or damage to, any personal property and hereby waive any claim, demand or cause of action at law or equity, arising from loss of, or damage to, my personal property
5. **Definition:** As used in this agreement, the terms “Rise Above” and “Rise Above Sports Training Facility” include Rise Above, any employee, owner, shareholder, officer, director, partner, independent contractor or consultant associated directly or indirectly with Rise Above and any heir, successor, assign, executor, employee, member, representative, owner, shareholder, officer or director, or partner of any or all of them.
6. **Grant of Rights:** I hereby (a) irrevocably grant to Rise Above and its affiliates, and their respective successors to feature and publish my likeness on the Website or otherwise distributed, in connection with or to promote Rise Above and/or the Website; including photos submitted for testimonials; including, but not limited to, obtaining consent from all parents or legal guardians, requested by Rise Above to participate in videos and/or photo shoots to be featured in marketing materials associated with and determined by Rise Above in its sole discretion; and (b) agree to unlimited right to sublicense, to use, copy, edit, modify, alter, transcode, adapt, translate, publicly perform, publicly display, store, reproduce, transmit and distribute your likeness by means of any and all media and devices whether now known or hereafter devised, including, without limitation, on the Website and marketing materials; and (c) agree to assign all right, title, and interest in and to Rise Above if your likeness is used without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity.

**I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND AND AGREE TO ITS TERMS.**

Signed:

Dated:

Printed Name:

Signed:

Parent or Guardian (If signer is under the age of 18.)

**RISE ABOVE PROMISES TO NEVER SHARE OR SELL ANY OF YOUR PERSONAL INFORMATION.**